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PRINCIPAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY



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July 12, 2001

Magalie R. Salas, Esq. Secretary Federal Communications Commission 445 12<sup>th</sup> Street, S.W. Washington, DC 20554

Re: <u>CC Docket No. 00-251</u>

In the Matter of Petition of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. for Arbitration of an Interconnection Agreement With Verizon Virginia, Inc. Pursuant to Section 252(e)(5) of the

Telecommunications Act of 1996

Dear Ms. Salas:

In its Letter Order of July 11<sup>th</sup> following the Status Conference of July 10<sup>th</sup>, the Commission agreed that it may be productive for staff to assist with settlement of certain remaining issues. The Commission requested that the parties submit a list of issues on which they request staff-supervised negotiations or mediation. Pursuant to this request, AT&T believes that the resolution of the following AT&T issues may be furthered through supervised negotiations:

- Issue III.18 Should tariffs supercede interconnection rates, terms and conditions?
- Issue III.15 How should Verizon's "best efforts" obligations to procure IP licenses that protect AT&T be accounted for in the Agreement and what are the Parties' indemnification obligations with respect to IP issues?
- V.11 Issue Whether AT&T should be required to indemnify Verizon for errors in or omissions of listings information caused by Verizon's gross negligence or willful misconduct?

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- VII.16 Should Verizon be permitted to require AT&T to provide Verizon with adequate assurance of amounts due, or to become due, under the Parties' interconnection agreement?
- VII.17 Should AT&T be permitted to limit Verizon's ability to transfer its Telephone Operations?
- VII.19 Should AT&T be allowed to include language in the Parties' proposed interconnection agreement when that language was already withdrawn?
- VII.20 Should AT&T be required to notify Verizon when it is owed a credit for "hot-cut" rescheduling?
- VII.21 Should force majeure events excuse the parties' performance under the interconnection agreement?
- VII.22 Should Verizon's central office technician be required to follow AT&T's proposed requirements contrary to the Parties' prior agreement?
- V.15 What requirements should apply in the event of a sale of exchanges or other transfer of assets by Verizon?

In addition to the above issues, the Staff had suggested AT&T consider whether the following issues may be suitable for supervised negotiations. AT&T has done so and concludes that all of the following are worthy of further negotiations under staff supervision.

- III-7a (Sub-Issue) Where AT&T requests that existing services be replaced by UNEs and/or UNE Combinations, may Verizon physically disconnect, separate, alter or change in any other fashion the equipment or facilities that are used, without AT&T's consent
- III-8 Access to UNEs Is Verizon obligated to provide access to UNEs and UNE combinations (such as enhanced extended links and sub-loops) at any technically feasible point on its network, not limited to points at which AT&T collocates on Verizon's premises?

- VII-7 Should AT&T deliver untranslated 8YY traffic to the appropriate Verizon access tandem?
- III-16 Referral Announcements. When a customer chooses AT&T as a local service provider, but does not retain its original telephone number, should Verizon, at AT&T's request, provide a referral announcement on the abandoned number that provides the same level of information and capabilities that Verizon provides to its own customers?

A copy of this list is being provided to Verizon's counsel in order to promote setting a schedule to discuss these matters. If you should have any questions regarding the above listing of issues, please feel free to call me.

Sincerely yours,

Mark A. Keffer AT&T Corp.

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CC: Service List

## **CERTIFICATE OF SERVICE**

## **CC Docket No. 00-251**

I, Mark A. Keffer, hereby certify that a true and correct copy of AT&T's issues for which it is requesting supervised mediation was either hand-delivered or mailed via Federal Express to the following parties this 12<sup>th</sup> day of July, 2001:

Dorothy Attwood, Chief Common Carrier Bureau Federal Communications Commission Room 5-C450 445 12 <sup>th</sup> Street, S.W. Washington, D.C. 20544	Jeffrey Dygert Assistant Bureau Chief Common Carrier Bureau Federal Communications Commission Room 5-C317 445 12 <sup>th</sup> Street, S.W. Washington, D.C. 20544
Katherine Farroba, Deputy Chief Policy and Program Planning Division Common Carrier Bureau Federal Communications Commission Room 5-B125 Jodie L. Kelley, Esq. Jenner and Block 601 13 <sup>th</sup> Street, NW Sute 1200 Washington, DC 20005 (for WorldCom)	Jill Butler Vice President of Regulatory Affairs Cox Communications, Inc. 4585 Village Avenue Norfolk, Virginia 23502
Karen Zacharia, Esq. Verizon, Inc. 1320 North Court House Road Eighth Floor Arlington, Virginia 22201 445 12 <sup>th</sup> Street, S.W. Washington, D.C. 20544	

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